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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Parliamentary Bar.

IN THE current number of the *Fortnightly Review* Mr. BALFOUR BROWNE, K.C., under the title "The Parliamentary Bar and What It Does," gives some interesting reminiscences of the field in which he has attained eminence. It is the mission of the Parliamentary Bar to champion the rival claims of public undertakings and private individuals, or, still more perhaps, the rival claims of competing undertakers, and Mr. BALFOUR BROWNE tells of the enthusiasm with which Hull celebrated the passing of the Bill which authorized the Hull and Barnsley Railway and broke up the monopoly of the North-Eastern Railway, an enthusiasm which found practical expression in the over-subscription by several million pounds of the required capital; and he has an equally interesting story to tell of the fight for the Manchester Ship Canal. Another side of recent parliamentary work has been the creation of the great water undertakings, notably the impounding of Lake Thirlmere for Manchester and of Loch Katrine for Glasgow. Electricity as a field for Private Bills is perhaps only in its early stages, and Mr. BALFOUR BROWNE describes the legislation with reference to the supply of electricity to London as being still in a state of chaos. The work of the Parliamentary Bar is just now, it is understood, somewhat in abeyance, but this is only temporary, and Mr. BALFOUR BROWNE'S article should whet the appetite of budding counsel who look forward to emulating the impartiality of AUSTIN, the famous parliamentary counsel, who in the railway mania of 1845-6 did equal justice to all his clients by leaving the Parliamentary Committee Rooms for, as Mr. BALFOUR BROWNE says, Hyde Park, but we thought the story—rather of the *ben trovato* order, no doubt—placed his retreat at Weymouth.

The Contraband Lists.

A LIST of contraband has been issued by the Foreign Office, but this, we gather, introduces no new articles of contraband, but is merely an alphabetical arrangement of the existing contraband lists which we have already published (*ante*, pp. 12, 256, 431); and although such an arrangement may in some respects be convenient, yet for ordinary purposes the existing lists are preferable. They are the lists given in the Proclamations, they follow in the main the order of enumera-

tion in the Declaration of London, and they are classified according to subject-matter. Thus the item "gold, silver, paper money, and all negotiable instruments and realizable securities," which was, with some alteration, transferred recently from the conditional to the absolute contraband list, is in the alphabetical list split up under five headings. We gather, indeed, that the alphabetical list is simply for use in practice, and, for the legal declaration of contraband, recourse must still be had to the Proclamation Lists. Moreover, the alphabetical list ignores the distinction between absolute and conditional contraband, and each class is included on the same footing in the list. This is justified in the Foreign Office note accompanying the list, as follows:—

> The circumstances of the present war are so peculiar that His Majesty's Government consider that for practical purposes the distinction between the two classes of contraband has ceased to have any value. So large a proportion of the inhabitants of the enemy country are taking part, directly or indirectly, in the war that no real distinction can now be drawn between the armed forces and the civilian population. Similarly, the enemy Government has taken control, by a series of decrees and orders, of practically all the articles in the list of conditional contraband, so that they are now available for Government use. So long as these exceptional conditions continue our belligerent rights with respect to the two kinds of contraband are the same, and our treatment of them must be identical.

The present war is seeing great changes of practice, and it has been foreseen that the identification of the civil population with the war was bound to have some such effect. It was intimated in the *Kim case* (*ante*, p. 26) that it abolished the distinction between absolute and conditional contraband as to food, and it is not surprising that it should now be formally declared that the distinction has for practical purposes, during the present war, ceased to exist.

The British Note to America on the Blockade of Germany.

THE BRITISH reply, published this week, to the American Note of November 5th, 1915, requires more consideration than we can at present give it, but its leading points can be shortly stated. The contents of the American Note are summarized *ante* pp. 55, 71, 87, and at p. 103 we called attention to the whole series of Notes between the United States and Great Britain, and to the points which were in issue. These were (1) the evidence justifying the seizure of a neutral ship; this involves the mode of search and the proof of contraband; (2) the validity of the "blockade" of Germany; and (3) the competency of British Prize Courts to decide according to International Law notwithstanding Orders in Council. The present British Note appears to deal effectively with the American protests on these points. An American Board of Naval Experts had advised in favour of the practicability and convenience of search at sea even under modern conditions. The question has been submitted to Admiral JELLICOE, who is the person best able at the present time to judge as to practicability, and he is very clear that, for the sake both of safety and of effectiveness of search, the ship must be taken into port. A good deal has been made by America of the British change of procedure which allows all the evidence to be produced to the Prize Court at once, instead of confining it at the first hearing to the evidence on board the ship, and leaving other evidence to be brought in by special permission on ground shewn. But this, it is pointed out, is merely matter of procedure, and the need for a change of procedure had been recognised before the war. The application of the doctrine of continuous voyage has made it necessary to ascertain whether goods going to neutral countries adjacent to Germany are really destined for neutral consumption or not, and Sir EDWARD GREY'S Note justifies the principle on which the distinction has been made. Shortly put, it is that neutral countries are not entitled to supplies in excess of those which they received from all sources before the war, and that in practice it is found that a great part of the present consignments are not intended to pass into the common stock of the neutral country, but are, in fact, though not on the documents, earmarked for Germany. As to the validity of the blockade, this is supported on the ground that the measures of the Allies do no more than secure the object of the blockade, which is to cut off all commerce from Germany; the measures themselves are dictated by the geographical position of Germany and the nature of her coast line. As to the competency of British Prize Courts to give redress to neutrals in accordance with International Law, notwithstanding Orders in Council, the position has been cleared by the recent judgment of *The Zamora* (*ante*, p. 416). Ordinarily, no doubt, an Order in Council laying down rules for Prize Courts will observe the principles of International Law. If it does not, then the Prize Court is not bound to obey it. This is the position now taken up by Sir EDWARD GREY.

Keeping Notice of Trusts off a Title.

THE ORDINARY device of conveyancers for keeping notice of a trust off the title, notwithstanding that the land is in fact vested in trustees, is well known and is admittedly very useful. If it is a mortgage, the money is stated to be paid by the mortgagees out of moneys belonging to them on a joint account, and "in such a case the Court has always refused to make an inquiry into the trust, because to do so would be to defeat a practice which has been introduced for the benefit of Her Majesty's subjects: *Harman* v. *Uxbridge and Rickmansworth Railway Co.* (24 Ch. D. 720). So in *Carritt* v *Real, &c., Advance Co.* (42 Ch. D. 202), CHITTY, J., pointed out the danger of imperilling the practice of conveyancers in such matters, even where the object of the practice was to conceal a portion of the real transaction. "It appears to me," he said, "that I am not at liberty to say at this day that where purchasers are dealing with real estate or leasehold estate they are not entitled to frame their deed (so long as they do not make any direct misrepresentation on the face of it) according to the ordinary forms used by conveyancers and according to those forms which disclose part only of the transaction." And similarly, when property has become vested at law in certain persons, and a transfer to another person interested becomes necessary, a recital that the property belongs in equity to such other person is a sufficient ground for a conveyance to him, and on a future investigation of title it is not proper, nor is the investigator entitled, to inquire as to the manner in which such equitable title arose. This is the universal practice on transfers of trust mortgages, and it is not confined to mortgages; it is applicable also to other interests in land (Williams on Vendor and Purchaser, 2nd ed., pp. 238-240).

Recital of Equitable Title.

AN INTERESTING example of the above practice is furnished by *Re Chafer and Randall's Contract* (reported elsewhere), in which the Court of Appeal have upheld the decision of YOUNGER, J. (Weekly Notes, 1916, p. 112). On a conveyance of X by A, in whom the legal title was vested, to B, it was recited that A was seised of X and Y as trustee for himself and B, and that a partition had been arranged under which B was to take X as his share. A requisition was made calling for the title under which B became interested, but the answer set up the recital as being sufficient. According to the practice in question this was so, and the Court of Appeal and YOUNGER, J., have affirmed the practice. But this assumes that the recital is a clear recital of equitable title suggesting no suspicion of anything behind it. "Where," as Mr. T. CYPRIAN WILLIAMS says in the passage just cited, "the legal title is correct on the face of the abstract, the purchaser is not entitled to object to it on the *mere suspicion* of some equity adverse to the title"; and, as the Master of the Rolls said in the present case, a recital that the owner of the legal estate is trustee for B does not put the purchaser on inquiry whether he is not also trustee for some other person as well. The recital is an admission of interest in B by the owner of the legal estate, and the purchaser is not entitled to go behind it. The decision very carefully explains and confirms a practice which is essential to conveyancing, and which, indeed, is a step in the desired direction of reducing conveyancing as between vendor and purchaser to dealings with the legal estate. The

case is, of course, different where, as in *Re Blaiberg and Abraham's Contract* (1899, 2 Ch. 340), the vendor unintentionally disclose a trust arising under a settlement, and then the settlement title must be abstracted and proved.

The Duration of a Charter-party.

WHAT IS the effect of providing in a charter-party that the hire of the vessel demised is to be for a period of "about six months"? This was one of the points which came up in *Meyer* v. *R. F. Sanderson & Co.* (*Times*, 6th inst.). In a lease, we fancy, the demise would be void, on the ground of uncertainty as to the extent of the term; at any rate, the Court would not grant specific performance of so indefinite a contract. But although a charter-party is substantially the lease of a ship, another rule applies. Such a clause is put in because of the difficulty in saying beforehand what the length of any voyage may be. Now, in the case mentioned, a ship was demised for a period described in these words, and at the termination of the period freights had greatly risen. On the last day of the sixth month from the commencement of the charter-party the ship had finished a voyage, and the charterers at once sent her on another voyage of a few days' duration. They claimed to be entitled to do so at the contract rate of freight, not the higher rate. On arbitration this point was decided against them, and on a special case stated by the arbitrator, ATKIN, J., held that it had been rightly so decided. The object of the words "about six months" was to give the charterers a reasonable margin between the expiry of the six months' limit and the actual termination of a voyage. It was not intended to give them a longer user of the ship than six months, unless such extension of time was necessary to complete a voyage begun with reasonable hopes of completing it inside the six months' period. This certainly seems the common-sense construction of a troublesome provision.

"Scienter" and Parental Liabilities.

TWO INTERESTING Canadian cases, decided by the High Court of Ontario, and discussed by us eighteen months ago (59 SOLICITORS' JOURNAL, p. 21), dealt boldly with the question of a parent's liability for the torts of his children. In *Bebee* v. *Sales* (*Times*, 1st inst.) we have now an English decision dealing with the same point. A father gave his boy of 15 an airgun as a Christmas present, and, although he received a complaint that his boy had smashed a window with the gun, allowed him to retain possession of it. The boy then shot another boy in the eye, and his father was held liable to pay damages for his negligence in allowing the boy to keep and use a dangerous weapon. The decision is obviously reasonable. Of course, a parent's liability for torts committed by an infant bears no resemblance to his analogous liability for torts committed by (1) a wife, (2) a servant, and (3) an animal *feræ naturæ* of which he is the custodian, or (4) an animal *mansuetæ naturæ* of whose special ferocity he has knowledge by previous experience. Indeed, a father is not, strictly speaking, liable for his child's torts at all; the infant is himself liable. The husband is liable for his wife's torts because he is at common law one person with his wife, and therefore an action in tort brought against her, prior to the Married Women's Property Act of 1882, was an action against the husband. He is liable for his servant's or agent's torts only when they arise in the course of the latter's employment and because of the maxims *Respondeat superior* and *Qui facit per alium, facit per se*. He is liable for the tortious acts of a wild animal, or a tame animal which he knows to have a ferocious habit, on the general doctrine of nuisance, under which any person keeps at his peril a dangerous thing. But he is only liable for his child's tort, if liable at all, when he is himself *particeps criminis*, *i.e.*, when his own conduct has facilitated the commission of the tort—in *Bebee* v. *Sales* (*supra*) by permitting him to use an airgun. In other words, the father's liability is due to the fact that he controls the airgun, not to the fact that he has legal or actual custody of the child. Hence, as LUSH, J., pointed out, the question of *scienter* is not really relevant. But both in the English and in the Canadian cases everyone succumbed to the natural temptation afforded by so apparent an analogy. See also p. 133, *ante*.

Was Judge Jeffreys the Worst Man who ever Lived?

IN AN article in the current number of the *Strand Magazine* the question, "Who is the worst man who ever lived?" is submitted to several writers, and Mr. SPENCER LEIGH HUGHES, M.P., gives his opinion that Judge JEFFREYS is the man. Mr. HUGHES denounces the judge as a corrupt, shameless, drunken, time-serving partisan, sending to the scaffold or the stake hundreds of victims, every one of whom was much better than JEFFREYS himself. And he closes his denunciation by insisting that so long as JEFFREYS had power he was a bullying brute, and when the tables were turned on him he was a whining and snivelling cur. We should be sorry to offer any apology for the crimes and vices of which he was undoubtedly guilty, but we can find little or nothing to shew that JEFFREYS was liable to the charge of cowardice. A stranger in London, without private means, connections or patronage, he fought his way at an early age by sheer determination to the front rank of the profession. He was also during this period of stress and effort a hard drinker, and during the last years of his life was tortured by the stone. We may therefore reasonably conclude that his nervous system had become impaired, and that he was unable to face the onslaught of a yelling mob with the firmness which he would have shewn as a young and healthy man. It is common experience that daring horsemen who have lost their nerve shew signs of the greatest terror when seated on a restive horse. With regard to the other vices of which JEFFREYS is accused, we may admit at once that he was an overbearing and unscrupulous advocate and a bullying, vindictive judge. The present age would also convict him of corruption. But it is only fair to remember that, in the days of PEPYS and EVELYN, our advocates and judges were not temperate in speech, and that many gains which we should now regard as corrupt were tolerated as part of the perquisites of office. Excessive drinking was also common among the contemporaries of the judge, and the manners and customs of the day shewed a strong reaction from the austerities of puritan rule. Let us add to these considerations the fact that the circumstances under which he married his first wife were greatly to his credit, and that a competent authority observed that, "when he was in temper and matters indifferent came before him, he became his seat of justice better than any other I ever saw in his place." The books, indeed, containing reports of his judgments (see 2 Ch. Cas.) seem to bear this out, and we think there is good ground for doubting whether Judge JEFFREYS is entitled to the evil pre-eminence assigned to him by the author of the article.

Limitation to "Male Heir for Ever."

IT IS familiar law that where in a deed or will an estate of freehold to an ancestor is followed by an estate to his heirs, either in fee simple or in tail, the words referring to heirs are words for limitation and not of purchase, and the ancestor takes accordingly an estate in fee simple or in tail (*Shelley's case*, 1 Co. Rep. 93b). If, however, to the word "heirs" there are added words of limitation indicating that the heir is to be treated as a new root of descent, then the exception established in *Archer's case* (1 Co. Rep. 66b) applies and the heir takes as purchaser. In the case of *Silcocks* v. *Silcocks* (reported elsewhere), before YOUNGER, J., the distinction came in question. Land had been devised to A "and his male heir for ever." The use of the word "heir" in the singular does not prevent it from being a word of limitation in a will, however this may be in a deed; *Dubber* v. *Trollope* (Amb., p. 457); *Chambers* v. *Taylor* (2 My. & Cr., p. 387); and although "heirs male" is the usual technical expression, yet it is difficult to distinguish between this and male heirs or "male heir" (*Blackburn* v. *Stables*, 2 Ves. & B. 367). The words "for ever" look at first sight as

though they were intended to create a fee simple in the male heir. It was held, however, by WOOD, V.C., in *Fuller* v. *Chamier* (L. R. 2 Eq. 682), that they do not constitute a separate limitation of the estate of the heir. These authorities appear to be conclusive of the present case, and YOUNGER, J., held accordingly that the limitation "to his male heir for ever" gave A an estate in tail male.

Secret Sessions and the Right of Public Meeting.

IN his own inimitable way WALTER BAGEHOT has pointed out that the actual working of the British Constitution is quite unlike its theoretical principles as stated in old-fashioned law books. Every session of Parliament, to take a simple instance, is in contemplation of law a secret session. Yet so obsolete is this idea that Mr. ASQUITH only with great reluctance has brought himself to put in practice this fundamental rule of our Constitution as it would have appeared to COKE or PYM or SELDEN. For "secrecy of debate" is one of the chief privileges of Parliament; and two centuries ago the politician—unless he belonged to the Court Party—regarded this privilege much as an agricultural labourer now prizes the secrecy of the ballot. In an age of imperfect liberty it was, indeed, the only safeguard of members against the oppression of Royalty and the fury of the mob. Hence each House, but especially the House of Commons, preserved this privilege with the utmost jealousy, and punished as a breach of it any attempt to publish debates. The right of either House to punish at its own will any conduct which can reasonably be regarded as a breach of its privileges is an old common law right, long recognised by our Courts, and no writ of *habeas corpus* will be granted to a person committed by the House if on the face of the Speaker's committal order it appears that the alleged offence was breach of privilege. This was decided by an unanimous King's Bench in *Murray's case* (1751, 1 Wils. K.B. 299); and although in 1771 a city bench of justices, which included Alderman WILKES, had the hardihood to commit the Commons' messenger to prison for trespass and false imprisonment in executing a warrant of the House, the offending justices were promptly sent to the Tower by the enraged Commons (Cobbett's Parl. History, XVII., 59-163).

It is interesting to notice the steps taken by the Premier to create a secret session and forbid publication of its proceedings. As regards the former, he has used the simplest means—namely, the Standing Orders of the House itself. A session of Parliament, as already pointed out, is in theory "secret," but the right of secrecy is waived by ignoring the presence of strangers. Galleries for the Press, Peers and strangers exist; attendants for these are provided for in the Estimates; but the existence of any visitors in the places thus furnished for them is theoretically ignored. So, when any member sees a stranger, he can call the attention of the Speaker to what is in theory an intrusion by a trespasser, and the Speaker must forthwith, without debate or amendment, put to the House the question of his withdrawal. Till 1875, indeed, no motion was necessary; the Speaker had to clear the galleries if any member called his attention to the presence of strangers. In that year the right was used by a mischievous member to exclude the then Prince of Wales, whereupon the practice was altered by a resolution of the House. This resolution of the House has the force of a Standing Order, but is not itself an Order—for the Standing Orders must ignore the illegal presence of strangers. By using this old procedure of "spying" strangers, the Premier secured the initiation of a secret session without the delay and inconvenience of a preliminary debate. We may add that from 1738 to 1771 Parliament endeavoured unsuccessfully to prevent publication of its debates; in the latter year it gave up the attempt. In the interval there appeared fictitious accounts of imaginary debates bearing little resemblance to the real ones under colourable titles, of which the most famous is Dr. JOHNSON'S celebrated "Debates of the Parliament of Lilliput," the accuracy of which is to be inferred from his boast that he always gave the "Whig dogs" the worst of it.

But no one nowadays would wish to revive the Privilege of Parliament as a means of punishing the disclosure of parliamentary secrets, and therefore the Government has pressed into its service the Defence of the Realm Act, 1914. A new Regulation—27A—is made thereunder which creates three new offences under the Act. The first of these is the publication in print—which is defined to include any mechanical mode of reproduction—or in a public speech of any report of, or reference to, any proceedings at a secret session, except such report as may be officially communicated through the Press Bureau. This official report is apparently compiled under the authority of the Speakers of each House. It is to be noted that private reports by word of mouth are not hit by the Order; so a member can confide in his wife and his friends. In the House of Lords some peers complained of the Order as a violation of their privileges, and Lord PARMOOR contended that, for this reason, it is *ultra vires* of the Defence of the Realm Act. This statute cannot overrule a prerogative or privilege, he contended, unless it expressly says that it does so. Again, reports of Cabinet meetings are forbidden. Here, again, it is possible that at common law the publication of such reports is a high crime and misdemeanour, since the Cabinet is a Committee of the Privy Council, which is bound by oath to conserve the King's secrets. Lastly, the unauthorized publication of the contents of confidential official documents is forbidden; no doubt to cover cases which cannot be brought within the mesh of either of the Official Secrets Acts. These three provisions obviously relate to the security of the realm, and—subject to Lord PARMOOR'S interesting suggestion—no reasonable objection to their enactment under the powers of the statute can be taken.

But at the same time another new Regulation—9A—under the Defence of the Realm Act has been issued, which allows the Home Secretary and any mayor, magistrate, or chief officer of police authorized by him to prohibit any meeting in a public place where "grave disorder" is reasonably apprehended. This is a startling inroad on the right of public speech, and though it may be necessary, the necessity is to be regretted; nor is it clear that it is connected with the defence of the realm. Of course it is true that, at present, meetings in streets, squares, and other public places are usually technically illegal, being in the theory of the law an obstruction of common rights or of the highway as the case may be: *Homer* v. *Cadman* (34 W. R. 413). But the absurdity of this doctrine has long been recognized, and persons who hold such meetings for lawful objects in an orderly way are now recognized as entitled to the protection of the Public Meeting Act, 1908, notwithstanding any technical obstruction of public rights caused by the holding of the meeting: *Burden* v. *Rigler* (1911, 1 K. B. 337). Where the promoters of the meeting use violent language or incite others to disorder, no doubt it is right of the police to "move on" such over-zealous disturbers of the public peace. But where a lawful meeting for the purpose of "peaceful persuasion" is held by orderly opponents of some Government measure, the suppression of such meetings because of possible attack by the mob seems a surrender of the liberty of the subject rather than an enhancement of the public safety; and, but for the unwillingness of the Government to perform its function of maintaining order, there is no reason to exclude the advocacy of peace, however unpopular with many persons this may be. At the same time, we quite admit that, for practical purposes, it is better to leave this advocacy to the reports in the daily press than to risk violence in Trafalgar Square. The main point is not to suppress altogether the advocacy of particular opinions on public affairs.

Mr. Frederick William Englefield, of Painters' Hall, Little Trinity-lane, E.C., clerk to the Painter Stainers' Company, registrar of Maidstone County Court and secretary of the Incorporated Institute of British Decorators, left estate of gross value of £11,698.

Correspondence.

Interest on Estate Duty,

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—It has seemed somewhat incomprehensible to me that the Government, while issuing loans at 4½ per cent. and 5 per cent., should still allow estate duty upon real property to be paid by eight equal yearly instalments with interest at 3 per cent. This would appear to be an encouragement to executors to withhold payment of duty and enable them to make a profit at the Government expense by investing cash available for the duty in a Government security for which they would receive 5 per cent., while on the estate duty account they would only be paying 3 per cent.

I communicated with the Treasury some time ago concerning what appeared to me to be an anomaly, and I am surprised that no change in the rate of interest has been made.

I should be glad of your views and those of the readers of the SOLICITORS' JOURNAL upon this question.

WM. DUNLOP CUNNINGHAM.

199, Hoe-street, Walthamstow, April 20.

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, ESQ., Barrister-at-Law.

(Cases decided since the last Epitome, Vol. 60, page 188.)

(I) DECISIONS ON THE WORDS "ACCIDENTS ARISING OUT OF, AND IN THE COURSE OF, THE EMPLOYMENT."

Chapman v. *Owners of S.S. Pearn* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 14th and 15th March, 1916).

FACTS.—The captain of a ship was walking through Poplar on the ship's business, when he slipped on a piece of orange peel and was injured. The county court judge awarded compensation, as there were more orange skins in Poplar than in other parts of London.

DECISION.—The accident did not arise out of the employment. It was a risk to which everyone in London is exposed. (*From note taken in court.* Case reported *Times*, 16th March, 1916.)

Joy v. *Phillips, Mills, & Co. (Limited)* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 15th March, 1916).

FACTS.—A stable boy was found lying in the stable suffering from a kick on the head from one of the horses, from which he died shortly afterwards. He was clutching a halter at the time. Evidence was given that he had no duties in the stable or with the halter at the time, that the horse was a quiet horse, and that the boy had been seen previously teasing the horses and hitting them with a halter. The county court judge held that the accident did not arise out of the employment. On appeal it was argued that the evidence of the boy having teased the horses on former occasions was inadmissible.

DECISION.—The evidence was admissible, and there was evidence to support the judge's finding. (*From note taken in court.* Case reported *L. T.* newspaper, 25th March, 1916, p. 429; *W. N.*, 1st April, 1916, p. 142; *L. J.* newspaper, 1st April, 1916, p. 168.)

Dennis v. *A. J. White & Co.* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 16th March, 1916).

FACTS.—A lad of sixteen was employed as plumber's mate by a firm of builders in London. He was often sent on errands, and if he had to go any distance he was ordered to go on a bicycle which was kept at the office. On the average he used the bicycle once a day. One day, while so riding, he was knocked down by a motor-car and injured. The county court judge held that the accident did not arise out of the employment.

DECISION (*Sargant, J.*, dissenting).—It was a question of fact, and there was evidence to support the judge's finding. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 1st April, 1916, p. 385; *L. J.* newspaper, 25th March, 1916, p. 153; *L. T.* newspaper, 1st April, 1916, p. 451.)

McNally v. *Bootle Jute Factory Co. (Limited)* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 21st March, 1916).

FACTS.—A girl who was employed as a can filler at jute works received a serious and permanent injury to her hand by accident. She gave evidence that about a month before the accident a piece of waste got on to the cogs of the machine, breaking some of the cogs, and the foreman told her that she must go if it happened again. This was confirmed by a fellow-worker. On the day of the accident a piece of waste again fell on the machine, and she met with her accident trying to pull it out. She said that the waste was thrown by someone, but that the other girls present denied having thrown it. The respondents submitted that there was no case for them to meet, and the county court judge held that he could not accept the girl's account of the accident, but that if it was true, the accident was due to an added peril, which she took upon herself, and did not arise out of the employment.

DECISION (Lord Cozens-Hardy, M.R., dissenting). There must be a new trial. (*From note taken in court.* Case reported *L. J.* newspaper, 1st April, 1916, p. 168; *L. T.* newspaper, 15th April, 1916, p. 483.)

Harder v. *Gains & Sons* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 22nd March, 1916).

FACTS.—A carter, who was about fifty years old, was employed by a firm of cartage contractors. The firm was under contract with the Government to supply a horse and van daily for the military authorities at Olympia, in London. The carter had to obtain instructions daily from an officer whose offices were in the gallery running round Olympia. The carter had to approach and leave the gallery by one of six staircases which are used by the public at times of exhibitions. One evening he was found lying unconscious on a landing of one of these staircases, and died without having been able to speak. The light on the staircase was adequate. The county court judge held that the carter was not exposed to any special risk in using the staircase, and that therefore the accident did not arise out of the employment.

DECISION.—The judge was right on the evidence before him. (*From note taken in court.* Case reported *L. T.* newspaper, 1st April, 1916, p. 450.)

Palmer v. *Harrods (Limited)* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 27th March, 1916).

FACTS.—A foreman packer was in charge of the second and ground floors of the respondents' stores; there was a sale on there, and owing to this fact and the war the respondents were very shorthanded. In the course of his duty the foreman had to go from one floor to another. A temporary lift, intended only for packages, and measuring 3 ft. by 2 ft. 6 in., had been put in for the purposes of the sale. The foreman tried to use this lift to go from one floor to the other, and was killed. No notice was on the lift forbidding persons to use it, but it was argued that it was so clearly a dangerous thing to do that no notice was necessary. The county court judge held that the risk incurred by the foreman was not one which was reasonably incidental to the employment, and that therefore the accident did not arise out of the employment.

DECISION.—The judge was right. (*From note taken in court.* Case reported *L. T.* newspaper, 8th April, 1916, p. 467.)

Read v. *Baker* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 22nd and 27th March, 1916).

FACTS.—A clerk to a Rochester solicitor who was clerk to the justices at Northfleet, ten miles from Rochester, used to attend the court, which sat once a week, on his master's business. He generally went and returned by train, but sometimes by bicycle to his master's knowledge and without his disapproval. On returning from the court one morning he came into collision with a motor-car and was killed. The county court judge held that the accident arose out of the employment.

DECISION.—The facts were admitted, and it was a question of law on which the judge had misdirected himself. Appeal allowed. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 8th April, 1916, p. 402; *Times*, 28th March, 1916; *W. N.*, 1st April, 1916, p. 145; *L. J.* newspaper, 8th April, 1916, p. 183; *L. T.* newspaper, 8th April, 1916, p. 466.)

Leggett v. *Gibbons* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 31st March, 1916).

FACTS.—A workman employed as motor engineer to a cycle maker and repairer enlisted in August, 1914, and was discharged from the Army as medically unfit, though fit for civilian work, in April, 1915. His employer then took him back into his employ to look after the shop and do small repairs. He was insured as a cycle maker and repairer, and not as a driver. A boy was employed whose duty it was to wheel, but not ride, bicycles which had been repaired back to their owners. On 23rd September, 1915, the workman was told by the

employer, who was ill in bed, to clean a motor-car. This would have taken him until 12.30 p.m., but at 11 a.m., without the knowledge of the employer, he left this job and started to ride a motor-bicycle which had been repaired in the direction of the customer's house. On the way he came into collision with another vehicle and was killed. The deputy county court judge awarded compensation to his dependants.

DECISION.—There was no evidence that the accident arose out of the employment, and the deputy judge misdirected himself. (*From note taken in court.* Case reported *L. T.* newspaper, 8th April, 1916, p. 467.)

(2) DECISIONS ON THE WORDS "INCAPACITY RESULTING FROM AN ACCIDENT."

Bedford v. *Cowtan & Sons* (*Limited*) (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 14th and 31st March, 1916).

FACTS.—A painter obtained a certificate under section 8 that he was suffering from lead poisoning as from 27th February, 1915. The employers did not appeal from this certificate. In June they came to the conclusion that the painter was suffering from Parkinson's disease and not lead poisoning, and evidence to this effect was given at the arbitration. No evidence was given that the disease from which he was then suffering was different from that from which he was suffering at the date of the certificate. The county court judge made an award in the painter's favour, basing his judgment on the certificate, but said that he might have formed another conclusion if it had been open to him to go on the evidence.

DECISION.—(*Phillimore, L.J.* dissenting). The judge was right. It was not open to the employers to call evidence to shew that the workman was not suffering from the disease mentioned in the certificate, though it would have been open to them to prove that he was no longer disabled. (*From note taken in court.* Case reported *W. N.*, 15th April, 1916, p. 161; *L. T.* newspaper, 15th April, 1916, p. 483.)

Scott v. *Pearson* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 14th and 31st March, 1916).

FACTS.—A girl who was employed on a farm had to feed calves which had cattle ringworm. She gave evidence that she at times had to push the calves back. She noticed a sore on her arm, and was found to be infected with cattle ringworm. She took proceedings for compensation, but the county court judge held that no accident had been proved, as this was not one of the scheduled diseases. At his suggestion cross-examination of the witnesses for the applicant had been postponed.

DECISION.—The anthrax case shewed that the disease might have been caused by an accident. If the applicant proved contact with the infected calves at a date fixed with approximate certainty, she would be entitled to an award. The case must go back for further hearing. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 22nd April, 1916, p. 428; *W. N.*, 8th April 1916, p. 151; *L. T.* newspaper, 8th April, 1916, p. 468.)

Leverington v. *A. Dodman & Co.* (*Limited*) (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 16th and 17th March, 1916).

FACTS.—A workman got a piece of steel in his right eye on 4th September, 1915, which was removed by a doctor two days later. On 16th September, at the suggestion of his manager, he saw a specialist, who found old scars, but no trace of the recent injury. The workman, however, said that he was too ill to return to work, and he was discharged. On 8th October he obtained fresh work at equally good wages. The employers paid two weeks' compensation, but the county court judge awarded compensation for ten days more, and made a suspensory award of 1d. a week.

DECISION.—There was no ground for a suspensory award; there had been complete recovery and no prospect of subsequent incapacity. (*From note taken in court.* Case reported *W. N.*, 25th March, 1916, p. 132; *L. T.* newspaper, 1st April, 1916, p. 451.)

Jackson v. *Hunslet Engine Co.* (*Limited*) (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 17th and 20th March, 1916).

FACTS.—A workman who was employed as one of a gang of four at a steam hammer lost one eye by accident. When he recovered his employers agreed to a suspensory award, and offered to employ him again at his old work at the same wages. He refused. The county court judge held that the work was unsuitable for a man with a restricted angle of vision working with others, but gave as his main reason for awarding compensation the risk of an accident to the other eye, which would render the workman quite blind.

DECISION.—There was evidence to support the award in the workman's favour. Also (*Phillimore, L.J.*, dissenting), the seriousness of an accident to the remaining eye was a proper matter to be taken into account. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 1st April, 1916, p. 386.)

(*To be continued*).

CASES OF LAST SITTINGS.

Court of Appeal.

***Re* CHAFER AND RANDALL'S CONTRACT.** No. 1. 28th March; 7th April.

VENDOR AND PURCHASER—REQUISITION ON TITLE—RECITAL THAT A IS TRUSTEE FOR B—NOTICE OF TRUST.

A recital contained in a deed that the owner A of a legal estate in land is trustee for B, is not notice of a trust to an intending purchaser so as to put him on inquiry, and does not entitle him to call for an abstract and production of any deed creating a trust for B.

Harman *v.* Uxbridge and Rickmansworth Railway Co. (24 *Ch. D.* 720) *applied.*

Malpas *v.* Ackland (3 *Russ.* 273) *explained.*

Appeal by the purchaser from a decision of Younger, J., on a vendor and purchaser summons. By a conveyance of 13th November, 1901, some land at Ilford was conveyed by one Corbett to Forbes and Neil for £1,765, expressed to have been paid out of moneys belonging to the purchasers on a joint account. The property was conveyed unto, and to the use of, the purchasers in fee simple, so that they took as joint tenants, and the inference was, therefore, that they were trustees. Neil died in February, 1908, and by a deed of 11th February, 1913, Forbes conveyed the property to Randall, the present vendor. The conveyance contained a recital that Forbes was seised of the property as trustee partly for himself and partly for Randall, and that it had been agreed between them that the hereditaments should be partitioned, and that Randall should pay Forbes £20 for equality of partition. Randall, having entered into a contract to sell part of the property to Chafer, the purchaser delivered requisitions on title, including one asking how Forbes became seised of the property as trustee for himself and Randall, and that, if by deed, such deed should be abstracted and produced. The purchaser answered this requisition by saying that it had nothing to do with the title. The vendor insisted on the requisition, and issued a summons under the Vendor and Purchaser Act, 1874. Younger, J., held that the requisition was sufficiently answered, and the purchaser appealed. *Cur. adv. vult.*

THE COURT dismissed the appeal.

Lord COZENS-HARDY, M.R., having stated the facts, proceeded: It was argued, on behalf of the appellant, that the purchaser had constructive notice of any trust there might be for any other person, and relied on *Malpas* v. *Ackland* (3 Russ. 273) as having decided that a recital that the owner of a legal estate held it upon a trust gave notice of all the trusts affecting the property. His lordship had examined the original decree in that case, and it did not bear out the point for which it was cited. There the recitals shewed evidently that the lessor had not a good title, and it was clear law that the lessee, or a purchaser from him, was affected with notice of, and took, subject to any defect in the lessor's title. The case was no justification for the view that a recital that an owner of a legal estate was trustee for A B was notice that put the purchaser on inquiry whether he was not also trustee for some other person as well. Such a recital, without any reference to any deed or will, was simply an admission against interest by the owner of the legal estate. *Malpas* v. *Ackland* (*supra*) was not an authority on the point. Since the case of *Harman* v. *Uxbridge and Rickmansworth Railway Co.* (24 Ch. D. 720) it could not be doubted that the mode of keeping notice of a trust off a title, referred to in Lewin on Trusts, at p. 382, was a satisfactory one. It was suggested, however, that it had no application except to a transfer of mortgages. His lordship could see no foundation for that limitation. In that very case there had been a foreclosure decree, and the property transferred was therefore land and not money. Moreover, in the common case of a money settlement containing a power to purchase land, there was no doubt that the entire trust property—both land and money—might properly be transferred to new trustees by the method referred to by Mr. Lewin. The law was also correctly stated in Cyprian Williams on Vendor and Purchaser, pp. 250-252. The appeal would be dismissed with costs.

PHILLIMORE, L.J., and SARGANT, J., delivered judgment to the same effect.—COUNSEL, *C. A. Bennett; H. C. Bischoff.* SOLICITORS, *Bennett & Ferris; Forbes & Son.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

M. ISAACS & SON *v.* SALBSTEIN AND ANOTHER. No. 2. 20th and 21st March.

SALE OF GOODS—ACTION FOR PRICE—MISTAKE AS TO THE TRUE BUYERS—JUDGMENT AGAINST STRANGER TO CONTRACT—SUBSEQUENT ACTION AGAINST PARTY THERETO—WHETHER JUDGMENT RECOVERABLE—PRACTICE—INTERLOCUTORY AND FINAL ORDERS—DISTINCTION—R. S. C. LVIII., R. 15.

An order of a Divisional Court, setting aside a non-suit of the plaintiff in an action tried in the City of London Court, and ordering a new trial, is an interlocutory and not a final order.

In an action for the price of goods, the sellers by error obtained judgment against a defendant who was not the buyer. The seller thereupon commenced an action against the real buyer, claiming that he was

entitled to do so, since the original judgment, although still upon the record, was unsatisfied.

A Divisional Court held that the seller was not barred in proceedings against the real buyer, and ordered a new trial.

On appeal by the defendant to the Court of Appeal, the decision of the Court below was upheld.

Decision of Divisional Court (ante, *p.* 338) *affirmed.*

The plaintiffs sold goods to the defendants, Harry Salbstein and Edith Salbstein. Subsequently, under a misapprehension as to identity, they brought an action in the High Court for the price of these goods against a firm of Salbstein Brothers, and recovered judgment in default of appearance. Execution issued, which was followed by interpleader proceedings, with the result that it was decided that the goods taken in execution were the property of another person. The judgment thus remained unsatisfied, but it was not set aside. The plaintiffs then commenced this action against the defendants, but were non-suited by the trial judge, who held that their claim had merged in the above judgment. On appeal, the Divisional Court directed a new trial, on the ground that the action was maintainable. The defendants appealed. The appeal being called on, a preliminary objection to its being heard was taken on behalf of the plaintiffs. The appeal to this Court had been entered in the interlocutory list, whereas it was submitted that it should have been entered as an appeal from a final order, and *Shubrook* v. *Tuffnell* (46 J. P. 694), *Salaman* v. *Warner* (1891, 1 Q. B. 734), and *Bozson* v. *Altrincham Urban District Council* (1903, 1 K. B. 547) were relied on.

Swinfen Eady, L.J., said the question raised by the objection turned upon the proper construction to be put upon ord. 55, r. 15, which dealt with the time of bringing appeals. [His lordship read the rule.] In his lordship's opinion, no order which directed a new trial of the matters in dispute between the parties could, from its nature, be a final order. In *Bozson* v. *Altrincham Urban District Council* (*supra*) Lord Halsbury said: "I think the order appealed from was a final order, and the appeal is therefore brought within the prescribed time." And Lord Alverstone said: "It seems to me that the real test for determining this question ought to be this: Does the judgment or order, as made, finally dispose of the rights of the parties? If it does, then I think it ought to be treated as a final order; but if it does not, it is then, in my opinion, an interlocutory order." He thought the test laid down was sufficient to dispose of the objection. He agreed that it was difficult to reconcile the two earlier cases to which the attention of the Court had been directed with the decision in the *Altrincham case*. In his own judgment, however, the matter was in that case put on the true footing. He had pointed out that the order must be looked at to see if it finally disposed of the rights of the parties. For these reasons the order appealed from was interlocutory, and not final, and the objection failed.

Pickford and Bankes, L.JJ., gave judgment to the same effect.

The appeal on its merits was then proceeded with.

The Court (Swinfen Eady, Pickford and Bankes, L.JJ.) affirmed the decision of the Divisional Court, holding that the case must be sent back for a new trial.—Counsel, for the appellants, *Ralph Bankes*, K.C., and *Flower*; for the respondents, *Newbolt*, K.C., and *Turrell*. Solicitors, *W. J. Wenham*, for *Cushman & Cunningham*, Brighton; *Edgar & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

High Court—Chancery Division.

***Re* LOIR'S POLICIES.** Neville, J. 18th February.

Life Insurance—Petition for Payment Out of Policy Moneys in Court—Foreign Domicil—No Representation Constituted in England—Revenue Act, 1884 (47 & 48 Vict. c. 62), s. 11—Revenue Act, 1889 (52 & 53 Vict. c. 42), s. 19—R. S. C., 1883, Ord. LIV. (c), r. 7.

A French subject, resident in Egypt, mortgaged his policies to the insurance company, and subsequently assigned them to L. C. to secure a further loan. On his death the insurance company, after deducting what was due to them, paid the balance of the policy moneys into court, as there was a dispute as to who was entitled to them. L. C. obtained judgment in the French Consular Court in Egypt that she was the only and lawful assignee of the policies.

Held, on a petition by her for payment out of the policy moneys, that the petition need not be served on the other claimants, that it was not necessary to take out representation here to the French subject, and that no duty was payable.

This was a petition for payment out of funds in court—*i.e.*, certain policy moneys—and the only material point was whether representation in England should be taken out to the assured, who was of foreign domicil. The facts were these. In 1872 one Loir, a French subject resident in Egypt, effected a policy on his life for £750 and bonuses, and in 1887 another policy in the same company for £1,500 and bonuses. He afterwards mortgaged the policies to the insurance company to secure certain loans. In 1912 he assigned the policies to Lydia Cheab, a married woman, also domiciled and resident in Egypt, to secure certain advances made by her, and she gave notice of the assignment to the company. He then died, being at the date of his death a French subject domiciled in Egypt. There were conflicting claims to the policy moneys, and the company, after deducting the amount due to them, paid the balance (which was less than the amount advanced by Lydia Cheab to the assured) into court, under order 54 (c), and the secretary of the company, in his affidavit on payment in, set out the names and addresses of the claimants who were all resident in Egypt. These included Lydia Cheab, the children of Loir, and certain creditors. Lydia Cheab commenced proceedings before the French Consular Court in Egypt to establish her title to the policy moneys, and made defendants the company and all the persons mentioned in the affidavit of the secretary, and also the legal personal representatives of Loir in Egypt. The Consular Court decided that Lydia Cheab was the only and lawful assignee of the policies, and she now petitioned the High Court for payment out of the policy moneys. The petition had not been served on anybody, but the company had notice of it; and no representation to Loir had been taken out in England. Counsel for the petitioner argued that such representation was not necessary, and that no estate or succession duty was payable. He referred to Dicey on Conflict of Laws (2nd ed., p. 423); Austen Cartmell on the Finance Acts (5th ed., p. 127); the Revenue Act, 1884, s. 11; the Revenue Act, 1889, s. 19; and the Finance Act, 1894, s. 8 (3); and asked for service on the persons mentioned in the affidavit to be dispensed with.

Neville, J., after stating the facts, said: I dispense with service on the persons named in the affidavit of the secretary of the insurance company, and order payment out of the funds in court to the petitioner. I am also of opinion that representation in England to the estate of Loir is unnecessary, and that no duty is payable.—Counsel, *H. S. Preston*. Solicitors, *Clements, Williams, & Co.*

[Reported by L. M. May, Barrister-at-Law.]

SILCOCKS *v.* SILCOCKS. Younger, J. 15th and 16th March.

Will—Construction—Rule in Shelley's Case—Estate Tail—Devise to A "and His Male Heir for Ever"—Rule in Archer's Case.

A devise to A "and his male heir for ever" confers upon A an estate in tail male by the operation of the rule in Shelley's case (1581, 1 *Rep.* 93*b*), *for there is not sufficient to shew that the testator intended that the heir was to take as the root of a new descent to introduce the principle of* Archer's case (1597, 1 *Rep.* 66*b*), *the words "for ever" having been held in* Fuller *v.* Chamier (1866, *L. R.* 2 *Eq.* 682) *not to make any difference, nor yet the use of the words "male heir" instead of "heirs male"*: Doe *v.* Angell (1846, 9 *Q. B.* 328) *and* Blackburn *v.* Stables (1814, 2 *Ves. & B.* 367).

This was an originating summons to construe a limitation in a will raising a point as to the application of the historic rule in *Shelley's case*, which has been described as a rule easy to put in a nutshell, but difficult to keep there. The simple point was what was the meaning of a devise to E. Silcocks "and his male heir for ever." E. Silcocks had a son, A. E. Silcocks, and it was contended, on the one hand, that E. Silcocks took an estate in tail male, and, on the other, that he took a life estate, and that on his death A. E. Silcocks took an estate in fee simple. There were several devises similarly worded, and in some cases they were preceded by life estates to other persons, and in other cases they were made direct to E. Silcocks. Very numerous authorities were referred to following the two lines of *Shelley's case* (1581, 1 Rep. 93b) and *Archer's case* (1597, 1 Rep. 66a).

Younger, J., after stating the facts, said: It is clear that where an estate of freehold is devised to an ancestor followed by a limitation to his "heir male" the ancestor takes an estate in tail male, under the rule in *Shelley's case* (1581, 1 Rep. 93b), unless there is something on the face of the will to shew that the testator intended that the heir was to take as the root of a new descent. (See *Archer's case* (1597, 1 Rep. 66b), *Dubber* v. *Trollope* (1734, Ambler, 453), *Richards* v. *Burgavenny* (1695, 2 Vern. 324). The question, therefore, is whether in the present case, where the expression invariably used is "male heir for ever," there is sufficient to take the case out of *Shelley's case*, and bring it within *Archer's case*. In the case of *Fuller* v. *Chamier* (1866, L. R. 2 Eq. 682) it was held by Lord Hatherley that the addition

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of the words "for ever" made no difference, although they would be quite enough to create a fee. Further, the use of the words "male heir," instead of the words "heir male," does not affect the result: see *Doe* v. *Angell* (1846, 9 Q. B. 328) and *Blackburn* v. *Stables* (1814, 2 Ves. & B. 367). Taking the will as a whole, the result is that the testator has, in all the various instances, conferred upon E. Silcocks an estate in tail male in the particular properties.—COUNSEL, *Arnold Jolly; H. E. Wright.* SOLICITORS, *Milner & Bickford*, for *E. J. White*, Trowbridge.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

KAUFMANN BROS. v. LORD MAYOR, ALDERMEN AND CITIZENS OF LIVERPOOL. Lush and Rowlatt, JJ. 29th March.

RIOT—CLAIM FOR COMPENSATION—STATUTE OF LIMITATIONS—RIOT (DAMAGES) ACT, 1886 (49 & 50 VICT. c. 38), ss. 2, 3, 4—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. c. 61), s. 1.

An action to recover compensation under the Riot (Damages) Act, 1886, is not an action in respect of any neglect or default in the execution of any "Act, duty or authority" within the meaning of section 1 of the Public Authorities Protection Act, 1893. The provision, therefore, contained in that section—that such an action must be brought within six months—does not apply.

Appeal from the Liverpool County Court. The plaintiffs' premises were damaged by riots which took place in Liverpool on 10th May, 1915, and on 13th May they made a claim for compensation to the defendants as the police authority of the district under the Riot (Damages) Act, 1886 (49 & 50 Vict. c. 38). The defendants offered £25 as compensation, but the plaintiffs refused to accept this sum, and brought this action in the county court claiming £89 2s. The writ was issued on 11th December, 1915, more than six months after the date of the riot, and the defendants in their defence contended that they were protected by section 1 of the Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61), which limits the time for bringing an action in respect of any act, default, or neglect of a public authority to six months. The plaintiffs contended that that Act did not apply, and that section 3 of 3 & 4 Will. 4, c. 42, which provides that all actions for damages "given to the party grieved by any Statute now or hereafter to be in force" must be commenced within two years, governed the case. The county court judge held that the Public Authorities Protection Act, 1893, did not apply, as the action was not brought "in respect of any alleged neglect or default in the execution of any such Act [of Parliament], duty, or authority" within the meaning of section 1; that the Riot (Damages) Act, 1886, alone gave the right to the plaintiffs to recover compensation, and that, as the Act 3 & 4 Will. 4, c. 42, was unrepealed, the limitation of six months did not apply, and he gave judgment for the plaintiffs for £40 with costs. The defendants appealed. It was contended for the defendants that the right of action arose from the commission of the offence, and the time ran from that date. It was the duty of the defendants to pay compensation, and, if they failed to pay, they made default within the meaning of the Public Authorities Protection Act, 1893, and the action was barred as it was not brought within six months of such default.

LUSH, J., in giving judgment dismissing the appeal, said the case appeared to him to be quite plain. The plaintiffs brought an action under section 4 of the Riot (Damages) Act, 1886, for compensation against the Corporation of Liverpool. That Act, which repealed the earlier Statute of 8 Geo. 4, c. 31, provided the procedure enabling persons placed in circumstances like those in which the plaintiffs were placed to take proceedings to recover compensation. Section 3 provided that claims for compensation under the Act should be made to the police authority of the district in which the injury, stealing or destruction took place, and that the police authority should inquire into the truth of such claims and fix such compensation as appeared to them just. That section, therefore, imposed a duty on the police authority to fix the amount of compensation. Section 4 provided that if the police authority failed within a proper time, or failed altogether, to fix the compensation, the person aggrieved by such refusal or failure, or by the amount of compensation fixed, might bring an action against the police authority to recover compensation. The police authority in this case having failed to fix the compensation, the plaintiffs commenced this action in the county court. What was the action? It was an action brought to recover such an amount as compensation under the Statute as the county court judge might think right to allow for the damage the plaintiffs had suffered, and was not an action brought to recover damages for any default on the part of the police authority at all. The defendants had pleaded the Public Authorities Protection Act, 1893, and had contended that the plaintiffs were out of time, because they had not brought the action within six months. Section 1 of that Act provided: "Where after the commencement of this Act any action, prosecution, or other proceeding is commenced in the United Kingdom against any person for any act done in pursuance, or execution, or intended execution, of any Act of Parliament, or of any public duty or authority, or in respect of any alleged neglect or default in the execution of any such Act, duty or authority, the following provisions shall have effect:—(*a*) The action, prosecution or proceeding shall not lie or be instituted unless it is commenced within six months next after the act, neglect or default complained of." The answer to that contention was the one given by the county court judge—that this action was not brought to recover damages for any act, neglect or default on the part of the defendants. That being so, the learned county court judge took the correct view, and rightly held that the Public Authorities Protection Act did not defeat the plaintiffs' claim.

ROWLATT, J., agreed. Appeal dismissed.—COUNSEL, for the appellants, *Leslie Scott*, K.C., and *A. H. Maxwell*; for respondents, *Caradog Rees.* SOLICITORS, for appellants, *F. Venn & Co.*, for *E. R. Pickmere*, Liverpool; for respondents, *Hyman Isaacs, Lewis, & Mills*, for *Herbert J. Davis*, Liverpool.

[Reported by L. H. BARNES, Barrister-at-Law.]

IT'S WAR-TIME, BUT — DON'T FORGET
THE MIDDLESEX HOSPITAL.
ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

New Orders, &c.

New Statutes.

On 19th April the Royal Assent was given to the following statutes:—

Finance (New Duties) Act, 1916.
Army (Annual) Act, 1916.
War Risks (Insurance by Trustees) Act, 1916.
Education (Provision of Meals) (Ireland) Act, 1916.
Imperial Institute (Management) Act, 1916.
Pacific Islands Regulations (Validation) Act, 1916.
Marriage (Scotland) Act, 1916.
Aberdeen Corporation Water Order Confirmation Act, 1916.

War Orders and Proclamations.

The *London Gazette* of 21st April contains the following:—

1. An Order in Council, dated 19th April (printed below), making a further amendment in the Defence of the Realm (Consolidation) Regulations, 1914.

2. A Foreign Office Notice, dated 21st April, making additions and corrections to the lists published as a supplement to the *London Gazette* of 28th March, 1916, of persons to whom articles to be exported to China may be consigned.

3. An appointment, dated 19th April, of additional members of the Appeal Tribunals under the Military Service Act, 1916, for London (1), County of Pembroke (2), and County of Rutland (1).

4. A Notice that Orders have been made by the Board of Trade, under the Trading with the Enemy Amendment Act, 1916, requiring eleven more businesses to be wound up, bringing the total to 123.

The *London Gazette* of 25th April contains the following:—

5. An Order in Council, dated 22nd April (printed below), making further amendments in the Defence of the Realm (Consolidation) Regulations, 1914.

6. A Foreign Office Notice, dated 24th April (printed below), with respect to cargoes of enemy vessels in Portuguese harbours.

7. A Foreign Office Notice, dated 26th April, making an addition to the list published as a supplement to the *London Gazette* of 28th March, 1916, of persons to whom articles to be exported to Siam may be consigned.

8. Appointments of additional members of the Appeal Tribunals under the Military Service Act, 1916, for Lancashire (3), Notts (1), Oxfordshire (1), and Portsmouth, Southampton, and Isle of Wight (1).

Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered that the following amendment be made in the Defence of the Realm (Consolidation) Regulations, 1914:—

After Regulation 9, the following regulation shall be inserted:—

"9A. Where there is reason to apprehend that the holding of a meeting in a public place will give rise to grave disorder, and will thereby cause undue demands to made upon the police or military forces, it shall be lawful for a Secretary of State, or for any mayor magistrate or chief officer of police who is duly authorized for the purpose by a Secretary of State, or for two or more of such persons so authorized, to make an order prohibiting the holding of the meeting, and if a meeting is held, or attempted to be held, in contravention of any such prohibition, it shall be lawful to take such steps as may be necessary to disperse the meeting or prevent the holding thereof.

"In the application of this regulation to Scotland, references to the Secretary for Scotland and a provost shall be substituted respectively for references to a Secretary of State and a mayor.

"In the application of this regulation to Ireland, references to the Lord Lieutenant shall be substituted for references to a Secretary of State."

19th April.

Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered that the following amendments be made in the Defence of the Realm (Consolidation) Regulations, 1914 :—

1. After Regulation 27 the following Regulation shall be inserted :—

"27A. If either House of Parliament, in pursuance of a resolution passed by that House, holds a secret session, it shall not be lawful for any person in any newspaper, periodical, circular or other printed publication, or in any public speech, to publish any report of, or to purport to describe, or to refer to, the proceedings at such session, except such report thereof as may be officially communicated through the Directors of the Official Press Bureau.

"It shall not be lawful for any person in any newspaper, periodical, circular or other printed publication, or in any public speech, to publish any report of, or to purport to describe, or to refer to, the proceedings at any meeting of the Cabinet, or without lawful authority to publish the contents of any confidential document belonging to, or any confidential information obtained from, any Government department, or any person in the service of His Majesty.

"If any person contravenes any provision of this Regulation he shall be guilty of an offence against these Regulations."

2. In Regulation 51 and Regulation 51A., after the words "Regulation 27," wherever those words occur there shall be inserted the words "or Regulation 27A."

3. At the end of Regulation 62 there shall be inserted the following paragraph :—

"For the purposes of these Regulations, printing includes any mechanical mode of reproduction."

Cargoes of Enemy Vessels in Portuguese Harbours.

His Majesty's Minister at Lisbon reports by telegraph that the Portuguese Government have issued a Decree, dated the 21st instant, providing that Allied and Neutral cargoes of, or discharged from, German vessels will be delivered up by the Procurator of the Republic in the respective districts, to whom application should be made for the purpose within a period of 30 days. This period may be extended in certain cases.

It is added that a security will be required from cargo owners whose papers are not in order, and that the Portuguese Government retain the right to requisition cargoes on payment of an indemnity. The Portuguese Prize Court will decide all questions which may arise relative to cargoes.

Foreign Office,
April 24, 1916.

Commonwealth of Australia.

The High Commissioner for Australia has received information by cable to the effect that applications from naturalized persons of enemy origin for exemption from the provisions of the regulations regarding the transfer of shares will be received if posted before the end of April, 1916 (see *ante*, p. 420).

The regulations have been amended so that they now apply also to companies and firms listed by the Commonwealth Attorney-General under the Trading with the Enemy Act; such companies and firms are considered enemy subjects, and their shares in companies incorporated in the Commonwealth must be transferred to the Commonwealth Public Trustee by 30th April, 1916. A list of such companies can be obtained at the office of the High Commissioner, 72, Victoria-street, Westminster, and Australian companies having London registers should include any such shareholders in their return of enemy subjects.

19th April.

County Court Rules.

THE NATIONAL INSURANCE ACT, 1911 (1 & 2 GEO. 5, C. 55), SECTIONS 66, 68, AND THE ACTS AMENDING THE SAME.

COUNTY COURT RULES, DATED 11TH APRIL, 1916, AS TO APPEALS UNDER THE NATIONAL INSURANCE ACT, 1911 (1 & 2 GEO. 5, C. 55), SECTION 66, AND THE NATIONAL INSURANCE ACT, 1913 (3 & 4 GEO. 5, C. 37), SECTION 27, SUB-SECTION 2.

ORDER XLIIA.

THE NATIONAL INSURANCE ACT, 1911 (1 & 2 GEO. 5, C. 55), SECTIONS 66, 68, AND THE ACTS AMENDING THE SAME.

Order XLIIA., Rules 1 to 5, are hereby annulled, and the following rules shall stand in lieu thereof.

Order XLIIA., Rules 6 to 8, shall be renumbered and may be cited as Rules 24 to 26.

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W. P. PHELPS, *Actuary and Secretary.*

Appeals under Section 66, or under the National Insurance Act, 1913, Section 27, sub-section 2.

1. *Interpretation.*]—In these Rules—

The expression "the Act" means the National Insurance Act, 1911.

The expression "the Commissioners" means the Insurance Commissioners, or the Welsh Insurance Commissioners, as the case may be.

2. *Appeals under 1 & 2 Geo. 5, c. 55, s. 66 (1) (a) (i); 3 & 4 Geo. 5, c. 37, s. 27 (2).*]—Where any person aggrieved by the decision of the Commissioners on any question arising—

(i) under paragraph (*a*) of sub-section 1 of section 66 of the Act (which empowers the Commissioners to decide any questions arising as to whether any employment or class of employment is or will be employment within the meaning of Part I. of the Act, or as to whether a person is entitled to become a voluntary contributor under the Act); or

(ii) under sub-section 2 of section 27 of the National Insurance Act, 1913 (which empowers the Commissioners to decide any question arising as to the person who is the employer of an employed contributor under the Act)—

desires to appeal to the county court against the decision, the following provisions shall apply.

3. *Notice of appeal.*]—The appellant shall file in the county court of the district in which he resides or carries on business a notice of his intention to appeal (in these Rules referred to as a notice of appeal) according to the form in the Appendix. [Form 448A.]

4. *Time for appealing.*]—Subject to the provisions of these Rules, a notice of appeal must be filed within one month from the date of the decision appealed against.

5. *Title and contents of notice of appeal.*]—The notice of appeal shall be intituled—

"In the matter of the National Insurance Act, 1911, and the Acts amending the same
and
In the matter of an appeal by
of under Section 66 of the said Act";

and shall set forth the decision against which it is intended to appeal, and the grounds on which the appellant alleges that the decision was erroneous.

6. *Respondents.*]—The notice of appeal shall be served on every party to or person served with notice of the proceedings before the Commissioners who is directly affected by the appeal, and the names and addresses of the parties to be served (in the Rules referred to as the respondents) shall be stated in the notice. For the purposes of this rule the Commissioners shall at the request of the appellants furnish them with the name and address of every such party or person served.

7. *Fixing date of hearing.*]—On the filing of a notice of appeal the registrar shall fix a day and hour on and at which the appeal will be heard, the day to be fixed at a date not less than twenty-one days from the filing of the notice.

8. *Service of notice of appeal on respondents.*]—On the day of hearing being fixed the registrar shall seal as many copies of the notice of appeal as there are parties to be served as respondents, and shall deliver them to the appellant, with an equal number of notices according to the form in the Appendix [Form 448B], signed by the registrar and under the seal of the court; and a sealed copy of the notice of appeal, with one of such notices attached thereto, shall within seven days after the filing of the notice of appeal be served by the appellant on each respondent.

9. *Service on Commissioners. Appearance by Commissioners.*]—The registrar shall also seal a further copy of the notice of appeal and deliver the same to the appellant, and such copy shall within seven

days after the filing of the notice of appeal be served by the appellant on the Commissioners at their central office; and in any such case the Commissioners may, if they think fit, appear on the hearing of the appeal, and may take such part therein as the judge may think fit.

10. *Commissioners, when to be made respondents.*]—If there is no party to or person served with notice of the proceedings before the Commissioners other than the appellant, the Commissioners shall be made respondents to the appeal; and in that case a copy of the notice of appeal, with a notice according to the form in the Appendix attached thereto [Form 448B], shall within seven days after the filing of the notice of appeal be served by the appellant on the Commissioners at their central office.

11. *Adding respondents.*] [*Licensing Rules*, 1910. *Order L, Rule* 51. *R.S.C. Order LVIII., Rule* 2.]—Any person not named as a respondent who claims to be interested in the determination of the questions raised on the appeal may apply to the judge, before or at the hearing, to be added as a respondent, on filing an affidavit shewing how he claims to be interested; and the judge, if he thinks fit, may order such person to be added as a respondent accordingly, or may without such application order notice of the appeal to be served on any other person not a party to or served with notice of the proceedings before the Commissioners, and may in the meantime adjourn the hearing of the appeal on such terms as to notice to the other parties, costs, or otherwise, as may be just, and may on the hearing give such judgment or make such order as might have been given or made if the persons so added or served with such notice had been originally parties.

12. *Application for copy of decision and statement of facts by Commissioners.*] [*R.S.C. Order LVIII., Rule* 20 (*b*).]—It shall be the duty of the appellant to apply to the Commissioners for a duly authenticated copy of the decision appealed against, and a statement of the facts on which the decision was based, and to file such copy and statement for the use of the judge; and any party to the appeal may in like manner apply to the Commissioners for a like copy and statement for his own use on the appeal.

13. *Evidence on appeal.*]—The statement mentioned in the last preceding Rule shall be received and used at the hearing of the appeal, and shall be *primâ facie* evidence of the facts stated therein; but any party to the appeal may give such additional evidence as he may be advised.

14. *Admission of certain material as* primâ facie *evidence.* [*C.C.R., Order XLII., Rule* 22.]—The judge may, at any stage of the proceedings, either upon or without the application of any party, order that any material, whether strictly admissible as evidence or not, which in the opinion of the judge ought, having regard to the question of costs or otherwise, to be admitted as *primâ facie* evidence of any fact, shall be *primâ facie* evidence of that fact, so as to shift the burden of proving the contrary on the opposite party.

15. *Extension of time for appealing.*] [*Order XLII., Rule* 23.]—The judge may extend the time for filing or serving a notice of appeal upon such terms (if any) as the justice of the case may require, and any such extension may be ordered although the application for the same is not made until after the expiration of the time allowed under these Rules.

16. *Amendment of notice of appeal.*] [*Order XLII., Rule* 24. *R.S.C., Order LIX., Rule* 16.]—The judge may at any stage of the proceedings allow the amendment of the notice of appeal, or make any other order, on such terms as he shall think just, to ensure the determination on the merits of the real questions in controversy between the parties.

17. *Power to draw inference of fact.*] [*R.S.C., Order LIX., Rule* 7.]—The judge shall have power to draw all inferences of fact which might have been drawn by the Commissioners, and to give any decision and make any order which ought to have been given or made.

18. *Power of judge in relation to appeal.*]—Subject to the special provisions of these Rules the judge shall in relation to any appeal have all the powers attaching to the exercise of his ordinary jurisdiction.

19. *Duty of judge as to making note.*] [*C.C. Act, s.* 120.]—The duty of the judge as to making a note on the hearing of an appeal shall be the same as on the hearing of an action in which there is a right of appeal.

20. *Costs.*]—The costs of an appeal shall be in the discretion of the judge, and any costs allowed by him shall be taxed on such scale as he shall direct, and in default of such direction they shall be taxed under Column B of the higher scale of costs in use in the County Courts; and an order directing payment of any such costs shall be enforceable in the same manner as an order to the like effect made in an action.

21. *Order on appeal.*]—Where the judge has given judgment on an appeal the registrar shall as soon as conveniently may be, draw up, seal, and file an order in accordance with the decision, and copies of the order shall be sent to each party to the appeal, and to the Commissioners.

22. *Service of notices and documents.*]—Any notice or other document required or authorized to be served upon or sent to the appellant or any respondent or to the Commissioners under these Rules may be so served or sent in accordance with Order LIV., Rules 2 to 4 of the County Court Rules, and those Rules shall apply accordingly.

23. *Saving for right of Crown.*]—Nothing in these Rules shall be construed to affect any right vested in the Crown by virtue of the Royal Prerogative.

APPENDIX.

448A.

ORDER XLIIA., Rules 3, 5, 6, 8-10.

NOTICE OF APPEAL UNDER THE NATIONAL INSURANCE ACT, 1911, AND THE ACTS AMENDING THE SAME.

In the County Court of holden at .
In the Matter of the National Insurance Act, 1911, and the Acts amending the same,
and
In the Matter of an Appeal by
of
under Section 66 of the said Act.

TAKE NOTICE, that of intends to appeal to the Judge at a court to be holden at on the day of at the hour of in the noon, against a decision of the Insurance Commissioners [*or* the Welsh Insurance Commissioners] given on the day of whereby the said Commissioners decided
[*here set forth the decision*]

AND FURTHER TAKE NOTICE, that the grounds of the appeal are
[*here state grounds of appeal*]

Dated this of .
(Signed)
Appellant
[*or*
[Appellant's Solicitor],
whose address for service is

To the Registrar of the Court,
and to
(*names and addresses or places of business of Respondents*),
and to
The Insurance Commissioners
[*or* the Welsh Insurance Commissioners].

448B.

ORDER XLIIA., Rules 8, 10.

NOTICE OF DAY ON WHICH APPEAL UNDER THE NATIONAL INSURANCE ACT, 1911, AND THE ACTS AMENDING THE SAME, WILL BE HEARD.

In the County Court of , holden at .
In the Matter of the National Insurance Act, 1911, and the Acts amending the same,
and
In the Matter of an Appeal by
of
under Section 66 of the said Act.

TAKE NOTICE, that the appeal, a sealed copy of notice whereof is served herewith, will be heard at a court to be holden at on the day at the hour of in the noon, and that if you do not attend either in person or by your solicitor at the time and place above mentioned such order will be made and proceedings taken as the Judge may think just.

Dated this day of .
Registrar.

To
(*the Respondents named in the notice of appeal, stating their names and addresses or places of business*).
[*Or, where the Commissioners are made Respondents* To the Insurance Commissioners

HIS MONEY EARNS OVER 10%

BECAUSE when 61 years of age he bought a "Sun Life of Canada" Annuity, and that is what it works out at. And the larger income obtained, and the certainty that it will be paid whatever happens, adds years to his life. Advise your clients to do likewise! The Sun Life of Canada gives better terms than any other first-class Company. Assets over £13,000,000, with Government supervision.

Write for Booklet to
J. F. JUNKIN (Manager),

SUN LIFE OF CANADA, 217, Canada House, Norfolk Street, London, W.C.

[*or* the Welsh Insurance Commissioners].]

We, William Lucius Selfe, Robert Woodfall, Thomas C. Granger, H. Tindal Atkinson, and Walworth H. Roberts, being Judges of County Courts appointed to frame Rules and Orders for regulating the practice of the courts and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed) WM. L. SELFE.
R. WOODFALL.
T. C. GRANGER.
H. TINDAL ATKINSON.
WALWORTH H. ROBERTS.

Approved by the Rules Committee of the Supreme Court.
CLAUD SCHUSTER, Secretary.

I allow these Rules, which shall come into force on the first day of May, 1916.

BUCKMASTER, C.

The 11th day of April, 1916.

Income Tax Deductions from Investments.

Judging, says the *Times* of the 27th inst. in its "City Notes," by the correspondence which it receives, no provision of the Budget is likely to cause so much hardship as the proposal to deduct at the source tax at the nominal rate of 5s. in the pound, or 25 per cent., on income derived from investments. A useful suggestion has been made by a correspondent with a view to exempting those with very slender incomes from this provision. He points out that it is the practice of the Inland Revenue in the case of charities to furnish the Bank of England with certificates of exemption, so that the dividends on securities held by them and inscribed in the books of the Bank are paid without deduction of tax. He suggests that this system might be extended so as to include all those who have proved, or can prove, to the satisfaction of the local surveyor of taxes and the Commissioners of Income Tax that their incomes from all sources are within the limit of exemption. Certificates should be granted to claimants so that they could lodge them with companies or banks which distribute their dividends; but, of course, annual returns of income would have to be made as usual by the certificate-holders. The interest on Exchequer Bonds will be paid on 1st June next, less 5s. in the pound; application for repayment of this tax cannot be made until 5th April, 1917, and the actual repayment may not take place for several months. In fact, as only a minority of taxpayers are liable to the 5s. rate, it would save a considerable amount of labour both to Somerset House and the taxpayers if the nominal rate of deduction were reduced to 3s. 6d. or 4s. in the pound.

Hugo Grotius.

The following interesting appreciation of Grotius was contributed to the *Times* of the 10th inst. by a correspondent:—

It is 333 years to-day since Hugo Grotius was born at Delft. Of French descent on his father's side, his exact intellect and his vast range of human interests partook most of the French tradition. His gifts ripened at an amazingly early age. Before he was sixteen he took his degree as a Doctor of Laws at the University of Orleans; by the time he was twenty-four he was the leader of the Dutch Bar. His intellectual gifts were inherited, and with them a profound sense of religion that sought after authority. In 1613 he came to the Court of St. James's as an Ambassador from Holland, and his career in the State service of his native land seemed assured, but religious persecution overtook him as it overtook Barneveldt, and for more than a year he lay in prison. His wife secured his escape to France, where his superb literary career was begun.

His most famous work, of peculiar interest at the present moment, "De Jure Belli et Pacis," was begun near Senlis in June, 1623, and was finished a year later. The work was written during the dreadful horrors of the Thirty Years' War, when the innate brutality of the German nature revealed itself almost as vividly as it has again revealed itself to-day. But in those days the sanctions of chivalry were universally relaxed, and, wrote Grotius in the Prolegomena to his great work, "I saw prevailing throughout the Christian world a licence in making war of which even barbarous nations would have been ashamed; recourse being had to arms for slight reasons or no reasons; and when arms were once taken up, all reverence for divine and human law was thrown away, just as if men were thenceforward authorized to commit all crimes without restraint." He was, says Sir William Rattigan, "one who, in the midst of a cruel and desolating war, was the first to discover a principle of right and a basis of society which was not derived from the Church or the Bible, nor in the insulated existence of the individual, but in the social relations of men."

The destruction of Magdeburg by Tilly became, in the light of the great work of Grotius, a perpetual monument of the cruelty of the German race. Zu Pappenheim declared, when the sack was ended, that there had been nothing like it since the destruction of Jerusalem. It remained, in our own age, for Germany, repudiating the whole body of doctrine laid by Grotius (whom Marten named the father of the science of international law) and his successors, to excel the enormity of Magdeburg and to create new standards of human devilry.

In 1631 Grotius returned to Holland, but was again banished on religious grounds, and, passing to Sweden, became in 1635 Swedish Ambassador to the French Court, where, says Sir William Rattigan, he "proved himself, in more than one difficult diplomatic negotiation, more than a match for the crafty Richelieu." He died in 1645, and by that date his advocacy of a new humanity in war had already become a new force in Europe. Gustavus Adolphus fell at Lützen in 1632. After the battle there was found under the pillow of the bed where this great commander had slept the night before a copy of the "De Jure Belli et Pacis."

The horrors of war had smitten the conscience of Europe and of her greatest leaders. Grotius stood for the fact that the law of nations subsists and is all-important in time of war. This he himself asserted during the most horrible war since the Middle Ages, and the work in which he asserted it became the basis of international law as it is understood to-day. Again we are in the position that Grotius was in when he wrote his immortal work, and it is necessary to assert once more the sacredness of the law of nations. When Grotius came "the Prophet had appeared," to use the phrase of Dr. Walker. The world is waiting for his reappearance to-day.

Working of Krupp Patents.

One of Krupp's machines for use in the manufacture of high-speed steel and munitions was, says the *Times*, the subject of two applications on the 13th inst. in the Patents Court. The application of British firms to take the patents and manufacture machines which the Government requires was granted in both cases, and the Controller of Patents (Mr. Temple Franks) said there was a much inspected specimen in the Bessemer Laboratory at the Imperial College of Science, South Kensington, which the authorities had given the applicants facilities to copy. Shortly after war broke out Krupp's agent in this country attempted to obtain the machine, but the authorities would not let it go.

The applicants for licence to manufacture the machine were the Rapid Magnetting Machine Co. (Limited), of Birmingham, and Messrs. Edgar Allen & Co. (Limited), of the Imperial Steel Works, Sheffield, The machine, which receives between magnets the ore in which wolfram is found, draws out the wolfram, because it is faintly magnetizable, and yields an important constituent for the manufacture of tungsten, for use in the production of high-speed steel for munitions.

Mr. Hunter Gray was counsel for the Birmingham firm; and Sir George Croydon Marks, M.P., appeared for Messrs. Edgar Allen & Co. Krupp's opposed through their patent agents, Messrs. Haseltine, Lake, & Co.

Sir Croydon Marks intimated that the Sheffield firm had an order for three Ullrich magnetic separators for the Government which were urgently needed for the manufacture of high-speed steel for munitions. The applicants proposed to pay a royalty of 5 per cent. on the net selling price, not on the list price.

The Controller of Patents inquired what was the association of the patentee Ullrich with Messrs. Krupp, and on behalf of Krupps it was stated that he was not a partner, though some sort of agreement appeared to subsist between them. Messrs. Krupp's had practically concluded arrangements for manufacturing in this country when the war broke out. They were to have received a royalty of 30 per cent., 15 per cent. going to Ullrich.

The Controller of Patents said that the royalty the applicants would pay would go to the Public Trustee, and the Government would decide at the end of the war what was to happen to the money. He thought, in the circumstances, since it was claimed that there was already in this country a firm making an efficient magnetic separator, 5 per cent., as offered, would be enough to pay, and he should recommend the Board of Trade to grant both applications and to fix the royalty at no higher figure than 5 per cent. The presence of an English machine already on the market took away any exceptional character which might be claimed to attach to Krupp's.

The new clause which the House of Lords last week inserted in the Local Government (Emergency Provisions) Bill, prohibiting the use of any new routes by omnibuses or other vehicles except with the consent of the local authority or the Local Government Board, is, says the *Times*, a further step in the direction of obtaining contributions from the owners of these vehicles towards the maintenance of the roads over which they propose to run. The new clause will not in any way interfere with vehicles used for commercial or trade purposes, but is intended to apply solely to such vehicles as omnibuses, chars-à-bancs, wagonettes, stage coaches, and other carriages plying for hire or used to carry passengers at separate fares. At present these vehicles are taxed to the extent of their carriage licences only, and it is obvious that the local authorities will, as a preliminary to consenting to new routes being opened up, bargain with the proprietors for a contribution towards the upkeep of the roads.

Obituary.

The Right Hon. Hugh Holmes.

The Right Hon. HUGH HOLMES, late Lord Justice of Appeal in Ireland, died on the 18th inst. at his house in FitzWilliam-place, Dublin. He was the son of the late Mr. William Holmes, of Dungannon, and was born in 1840. After graduating at Dublin University he was called to the Irish Bar in 1865, and he joined the North-West Circuit. He was Solicitor-General for Ireland under the Disraeli Government in 1878, and held that office until 1880. He became Attorney-General in 1885.

He retired with the Government of the day, but was reappointed in the following year, and he held office until 1887, when he was made a Judge of the Queen's Bench Division. He sat in Parliament for Dublin University from 1885 to 1887, and in 1897 he was appointed a Lord Justice of Appeal. From that office he retired less than two years ago.

Sir Kenelm Digby.

Sir KENELM EDWARD DIGBY, who died at Studland, Dorset, on the 21st inst., at the age of seventy-nine years, was, says the *Times*, the eldest son of Canon the Hon. Kenelm H. Digby, rector of Tittleshall, Norfolk, and was educated at Harrow. There he was captain of the eleven in 1853, 1854, and 1855, and each year led his team to victory against Eton. He went up to Christ Church and played cricket for Oxford from 1857 to 1859. Having been called to the Bar by Lincoln's Inn in 1865, he became a Bencher in 1891, and took silk in 1904.

From 1868 to 1874 he was Vinerian Reader in Law at Oxford, and his Introduction to the History of the Law of Real Property, first published in 1875, which has been through several editions, was a valuable book for students. In 1892 he was appointed County Court Judge of the Derbyshire Circuit. That position he resigned in 1894 in order to take up in the following January the office of Permanent Under-Secretary for the Home Department, which he held, with a special extension for two years, until September, 1903. He was created K.C.B. in 1898 and G.C.B. in 1906. Sir Kenelm served as a member of the Royal Commission on Venereal Diseases, and in February, 1915, he was added to the committee appointed to advise on the evidence concerning the outrages committed by German troops and breaches of the laws and usages of war.

He married in 1870 the Hon. Caroline Strutt, daughter of the first Lord Belper. One of his sons, Captain A. K. Digby, R.F.A., who served in the South African War, was severely wounded at Neuve Chapelle, and received the D.S.O. in May, 1915.

Mr. Thomas M. Colmore.

Mr. THOMAS MILNES COLMORE, Stipendiary Magistrate of Birmingham from 1888 to 1905, died in Birmingham on Tuesday. He was educated at Rugby and Brasenose College, Oxford, and was called to the Bar by the Inner Temple in 1869, joining the Midland Circuit. He became Recorder of Warwick in 1882, and in 1907 he was appointed chairman of the Warwickshire Quarter Sessions.

Mr. George Pyke.

Second Lieutenant GEORGE PYKE, who died in hospital on 17th April, was the elder son of Mr. Edward George Pyke, of 63, Lincoln's Inn-fields and 5, Pembridge-place, and grandson of George Pyke, of Lincoln's Inn-fields (1838 to 1878). Lieutenant Pyke was at Marlborough from 1899 to 1904, and was admitted a solicitor in 1910. He joined the 2nd County of London Yeomanry (Westminster Dragoons) in 1907, and went out with that regiment as a corporal to Egypt in September, 1914, and served in Egypt up to August, 1915, and in Gallipoli to the end of October, 1915. He obtained his commission early in this year, and was at the time of his death attached to the British West India Regiment.

Mr. Geoffrey F. Lambert.

Second Lieutenant GEOFFREY FONTAINE LAMBERT, Hertfordshire Regiment, who died on 15th April at a British Red Cross Hospital, aged twenty-one, was the only child of the late Walter Lambert, solicitor, of Richmond, Surrey, and of Mrs. Walter Lambert, of St. Merryn, Manorgate-road, Kingston-hill, and grandson of the late George Clifton Sherrard, of Canbury Lodge, Kingston-on-Thames. He was educated at Lancing College, and joined the Inns of Court O.T.C. at the outbreak of war. He received his commission in the Hertfordshire Regiment in March, 1915, and went to the front in July. He was articled to Mr. C. B. Hepworth, of Coventry House, South-place, Finsbury.

Legal News.

General.

In reply to a Parliamentary question by Mr. King, Mr. Tennant states:—"Two cases have been reported in which men who made an unsuccessful appeal for exemption on grounds of conscientious objection to the tribunal constituted by law have subsequently after joining the colours been tried by court-martial. In each case the sentence was of two years' imprisonment with hard labour, and was awarded by a district court-martial. The Army Council, on review of the proceedings, commuted the sentence to one of detention. It seems to me quite unnecessary to advertise the names of these offenders."

Between 5 and 6 o'clock on the evening of Friday, the 21st inst., an old man, apparently over seventy years of age, was seen to go into the river at Temple Stairs. Mr. Algernon Edward Aspinall, a barrister, and secretary of the West India Committee, who is also an able seaman belonging to the R.N.R. Anti-Aircraft Corps, was passing at the time and immediately dived into the river. He succeeded in reaching the old man and brought him ashore, but was himself so exhausted that he had to be helped up the stairs by a policeman. Attempts to revive the old man failed. At the inquest held at Westminster on Tuesday, Mr. Aspinall, who was unable, as the result of a chill, to attend, sent a written description of the affair, in which he said:—"The people on the Embankment did nothing, although I shouted to them to get a boat from the ship *Northampton*. They did not get a boat nor did they throw lifebuoys. On getting out of the water I went to the nearest licensed stores for some brandy. I was refused brandy, which I thought rather absurd where life or death is concerned." A police-sergeant stated that during closing hours brandy could not be obtained without a doctor's certificate. The Coroner said brandy might have saved the old man's life. It was obviously absurd that it could not be obtained in such cases; no one would have blamed the manager of licensed stores if he had committed a breach of the law. The jury, in returning a verdict of "Suicide during temporary insanity," asked the Coroner to bring Mr. Aspinall's bravery to the notice of the Royal Humane Society.

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